

Part-Time Service Section

SOURCE	Hosp		
EFF.	93	04	01
TERM.	95	03	31
No. OF EMPLOYEES	263		
NOMBRE D'EMPLOYÉS	263		

THIS AGREEMENT made as of the 1st day of September, 1995

- BETWEEN -

THE WOMEN'S CHRISTIAN ASSOCIATION OF LONDON

as the owner and operator of Parkwood Hospital
and McCormick Home, London, Ontario,

(hereinafter called the "Employer")

OF THE FIRST PART

- AND -

LONDON AND DISTRICT SERVICE WORKERS' UNION

LOCAL 220, a voluntary union of employees
chartered by the Service Employees'
International Union and affiliated with the
A.F. of L. - C.I.O. - C.L.C., representing
certain employees of the Employer,

(hereinafter called the "Union")

OF THE SECOND PART

Expiry Date March 31, 1995

OCT 31 1995

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WHEREAS, the Union has been certified as the bargaining agent of all the employees of the Women's Christian Association of London at Parkwood Hospital regularly employed for not more than twenty-four hours per week and students employed during the school vacation period, save and except Professional Medical Staff, Graduate Nursing Staff, Undergraduate Nurses, Graduate Pharmacists, Graduate Dietitians, Student Dietitians, Technical Personnel, Supervisors, persons above the rank of Supervisor, Chief Engineer and Office Staff.

AND WHEREAS, the Union has been certified as the bargaining agent of all the employees of the Women's Christian Association of London at McCormick Home regularly employed for not more than twenty-four hours per week and students employed during the school vacation period, save and except Supervisors, persons above the rank of Supervisor, Housekeeper, Foreman, Professional Medical Staff, Graduate and Undergraduate Nurses and Office Staff.

NOW THEREFORE THIS AGREEMENT WITNESSETH:

ARTICLE 1 - DEFINITIONS

1:01 The definitions of the terms set out below are applicable to the terms as contained in the Collective Agreement herein set out:

- a) Bargaining Unit • shall refer to the group of employees of the Employer for which the Union is certified as the bargaining agent by the Ontario Labour Relations Board pursuant to the certificates issued March 2nd, 1977 and November 23rd, 1979.
- b) Hospital • shall refer to Parkwood Hospital, London, Ontario.
Home • shall refer to McCormick Home, London, Ontario.
- c) Calendar Days • shall be calculated exclusive of Saturday, Sunday and Paid Holidays as defined in Article 18 hereof, and exclusive of any known off duty vacation days of the employee concerned.

ARTICLE 2 - GENERAL PURPOSE

2:01 The general purpose of this Agreement is to establish and maintain collective bargaining relations between the Employer and its employees within the bargaining unit.

ARTICLE 3 - RECOGNITION

- 3:01** The Union is recognized as the sole collective bargaining agent for all employees in the bargaining unit and the Employer undertakes that it will not enter into any other agreement with the employees, either individually or collectively, which will conflict with any of the provisions of this Agreement.
- 3:02** The Employer agrees that there will be no intimidation, discrimination, interference, restraint or coercion exercised or practised by the Employer, or by any of its representatives, with respect to any employee because of his or her membership in the Union.
- 3:03** The Union agrees that there will be no intimidation, discrimination, interference, restraint or coercion exercised or practised by the Union, or any of its members or representatives, with respect to membership or non-membership of any employee in the Union.
- 3:04** The Employer and the Union hereby recognize, acknowledge and agree that membership of an employee in the Union is at the sole discretion of the employee concerned.

ARTICLE 4 - UNION SECURITY

- 4:01** The Employer shall deduct an amount equivalent to regular monthly union dues for the term of this Agreement according to the following conditions:
- a) All employees covered by this Agreement shall, as a condition of employment, have deducted from their pay each month an amount equivalent to the regular monthly union dues.
 - b) New employees shall have deductions made on the first regular deduction date following completion of thirty (30) calendar days of employment.
 - c) Union dues will be deducted from the employee's pay on the first and second pay cycle in each calendar month and the same shall be remitted by the Employer to the Secretary-Treasurer of the Union within a two week period following the last deduction.
 - d) The Employer agrees when forwarding Union dues to submit a list indicating the names, classifications and change of addresses of those employees for whom deductions were made, showing the amount deducted, as well as the names, addresses, classifications and dates of hire of those employees hired in the preceding month.

- 4:02** Regular monthly Union dues referred to in **this** Article shall mean the regular monthly Union dues uniformly assessed **all** the members of the Union in accordance with its constitution and **by-laws** as certified **to** the Employer in **writing** by the Union.
- 4:03** The Union shall indemnify and save the Employer **harmless** with respect to all Union dues **so** deducted and remitted.
- 4:04** A new employee will have the opportunity to meet with a representative of the Union in the employ of the Employer for a **period** of up to fifteen **(15)** minutes during the employee's orientation period without loss of **regular earnings**. The purpose of the meeting will be **to** acquaint the employee **with** such representative of the Union and the Collective Agreement. Such meetings may be **arranged** collectively or individually for employees by the Employer **as** part of the orientation programme.
- 4:05** T-4 slips issued annually **to** employees shall show deductions made for Union dues.

ARTICLE 5 - NO STRIKES OR LOCKOUTS

- 5:01** There shall **be** no **strikes** or lockouts **so** long **as** this Agreement continues to operate. The word "**strike**" and the word "**lockout**" **shall** have the meaning **as** set forth in The Labour Relations **Act**, **as** amended.

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- 6:01** The Union acknowledges that it is **the** exclusive function of the Employer **to**:
- a) **Maintain** order, discipline and efficiency and generally govern the conduct and safety of employees and to establish and enforce rules and regulations necessary therefore; provided that any **such rules** and **regulations** **shall** not **conflict** with the provisions of this Agreement.
 - b) **Hire**, discharge, transfer, promote, demote, **classify** or discipline employees; provided that a **claim** of **discriminatory** transfer, promotion, demotion, or classification, or **a** claim that **an** employee **has** been **discharged** or disciplined without a reasonable cause, may **be** the **subject of** a grievance and dealt with **as** hereinafter provided.
 - c) All matters **concerning** the operation of the **Hospital/Home** not specifically dealt with in **this** Agreement shall be reserved **to** management and shall **be** its exclusive responsibility.

ARTICLE 7 - REPRESENTATION

- 7:01 a) The Union may appoint or elect from amongst employees a Union Committee of seven (7) members, one **(1)** of whom shall be the Chairperson of the Parkwood Hospital full-time section, the remainder as follows: **Four (4)** Parkwood Hospital and two **(2)** **McCormick Home**. The **Committee** members at McCormick Home shall also serve as **stewards**.
- b) **An** employee shall not be eligible to be appointed to serve as a **Committee** member **until** the employee **has** successfully completed the probationary **period** and **has** established seniority as defined herein.
- c) The Employer shall **recognize** the Union Committee and **shall** meet with the members individually, or in total, in accordance with the grievance procedure and shall **also** meet with the Union Committee on any matter properly arising out of **this** Agreement, including negotiations for renewal of **this** Agreement.
- 7:02 a) The Employer agrees to post on the bulletin board, and forward **to** the Union at its London **Office**, a list of the Department Heads and Supervisors to whom each respective employee is directly responsible; and to whom any grievance is to **be** submitted in Step 1 of the grievance procedure.
- b) The **Union** agrees to promptly **notify** the Employer, in writing, of the names **of** the **persons** appointed **or** elected as members of the Union **Committee** referred to in **Article** 7:01, the respective dates of the appointment, and any subsequent changes in such appointments.
- 7:03 The Employer **agrees that** any grievance or grievances may be processed during working hours and that the **employee(s)** and **Committee Member(s)** will be afforded a reasonable time from their duties to process **such** grievances as herein provided. The Employer further agrees that the **processing** of grievances in the first two steps shall be arranged so far as reasonably possible **between** nine a.m. and five p.m. The Employer **reserves** the **right** at any time to withdraw and terminate the permission to **process** grievances during **working hours** if, at any **time**, it **shall**, at its sole discretion, consider that **this** privilege is being abused or an unreasonable amount of time is being thereby consumed.
- 7:04 The Union acknowledges and agrees that members of the Union **Committee** shall be required to **perform** their regular duties on **behalf** of the Employer and that **such** **Committee** Members shall not **perform** any of their duties or **functions** as **Committee** Members on the Employer's premises, **or** on the Employer's time, except as herein **specifically** authorized.

- 7:05** Each member of the said Union Committee shall receive **his** regular pay for all regularly scheduled working **hours** lost due to **this** attendance at contract negotiation meetings between the parties, up to and including **conciliation**, whether on or off **the** Hospital premises, for which permission **has** been granted.
- 7:06** A steward, and where applicable, members of the Union **Committee**, **shall** receive their regular pay for regularly scheduled working hours lost due to attendance at grievance meetings, which shall for the purposes of **clarity**, cover **meetings** with a grievance settlement officer appointed under Section **45** of the **Labour** Relations **Act** with representatives of the Hospital, whether on or outside the Hospital premises, for which **permission has** been granted.
- 7:07** Where an employee is subject to a suspension or discharge penalty, he **shall** be entitled upon **his** request **to** have a steward or union **committee** person present when the disciplinary action **is** taken, provided that a steward or a committee person is readily available to attend. It is the Employer's responsibility to **inform** the employee of **his** right to **request** such representation. The failure of **the** Employer to give the employee proper notice will not negate the **disciplinary** action taken by the Employer.
- 7:08** The Union will request time **off** for Union **Committee** members **to** attend grievance and arbitration hearings **as far** in advance **as possible** with a **minimum** advance **notice** of two (2) **weeks** whenever possible. **Upon** receiving the request, the Hospital will make every reasonable **effort** to allow the Union **Committee** members to attend.

ARTICLE 8 - GRIEVANCE PROCEDURE

- 8:01** For purposes of **this** Agreement, a grievance is defined **as** a difference arising between the parties relating to the interpretation, application, **administration** or alleged violation of **this** Agreement, including any question **as** to whether a matter is arbitrable.
- 8:02** It is the mutual desire of the parties hereto that complaints of employees **shall be** adjusted **as quickly as** possible, and it is understood that **an** employee **has** no grievance **until** he **has** first given **his** immediate supervisor the **opportunity** of adjusting **his** complaint. **If an** employee **has** a complaint, **such** complaint shall be discussed **with his** immediate supervisor **within** ten (10) working days **after** the circumstances giving **rise** to the complaint have originated or occurred. **If** the immediate supervisor is unable to adjust a complaint to their **mutual** satisfaction **within** fourteen (14) calendar days, the employee may **proceed** With the grievance procedure with fourteen (14) calendar **days** following the **decision** of the immediate supervisor. **Any** employee is entitled, upon request, **to** have a Union

Steward present with him when meeting with the immediate supervisor to attempt to adjust **his** complaint.

8:03 A grievance of an employee properly arising under **this** Agreement shall be adjusted and settled **as follows**:

Step No. 1

The employee, with the assistance of a Union Steward, if desired, must submit a written grievance, signed and dated by the employee, to **his** immediate supervisor. The nature of the grievance, the remedy sought, and the section or sections of the Agreement which are alleged to have been violated shall be set out in the grievance. The immediate supervisor will deliver **his** decision in writing within five (5) calendar days after receipt of the grievance in **writing**. **Failing** settlement, the next step of the grievance procedure may be taken.

Step No. 2

Within five (5) calendar days following the decision under **Step No. 1**, the employee, with the assistance of the Union Steward, if desired, must submit the written grievance to the Department Head, (or **his** designate), who will deliver a decision in **writing** within five (5) calendar days of **his** receipt of the written grievance. The parties may, if they **so** desire, meet to **discuss** the grievance at a time and place suitable to both parties. **Failing** settlement, the next step in the grievance procedure may be taken.

Step No. 3

Within five (5) calendar days following the decision under **Step No. 2**, the grievance must be submitted to the President (or **his** designate) **to be** discussed at a meeting between the Resident (or **his** designate), the said Steward, the grievor(s) and the Union Committee within five (5) calendar days of receipt of the grievance. Either party may have assistance **from** outside the Hospital/Home at this stage **if** desired. The Resident (or **his** designate) shall give **his** written disposition within five (5) calendar days of the day **of** such meeting. **Failing** settlement, either party may submit the matter to arbitration within ten (10) working days after the reply in **Step No. 3** is given.

8:04 All agreements reached under the grievance procedure between the representatives of the Employer and the representatives of the Union will be final and **binding** upon the Employer and the Union and the employee or employees involved.

ARTICLE 9 - ARBITRATION

9:01 If the Employer or the Union requests that a grievance be submitted to arbitration, **as** herein before provided, it shall make such request in **writing**

addressed to the other party to **this** Agreement, and at the same time name a nominee. Within seven (7) calendar days thereafter the other party **shall** name a nominee provided, however, that if such party fails to name a nominee as herein required, **the Office of Arbitration of the Ministry of Labour of the Province of Ontario** shall have power to effect such appointment upon application thereto by the party invoking the arbitration procedure. The **two** nominees shall attempt to select, by agreement, a Chairman **of** the Arbitration Board. If they **are** unable to **agree upon** such a Chairman within a **period of** fourteen (14) calendar days, they shall then request the **Office** of Arbitration of the Ministry of Labour of the Province of **Ontario** to appoint a Chairman.

- 9:02 No person may **be** appointed as an arbitrator who **has** been involved in an attempt to negotiate or settle the grievance.
- 9:03 No matter may be submitted to arbitration which has not been **carried** through all requisite steps of the grievance procedure.
- 9:04 The Board of Arbitration shall not have any power to amend, **alter**, modify or add to **any** of the provisions of **this** Agreement or to substitute any new provisions for any existing provisions, nor to give any decision inconsistent with the terms and provisions **of this** Agreement.
- 9:05 The proceedings of **the** Arbitration Board will be **expedited by the parties hereto** and the decision of the majority and where there is no majority, the decision **of** the Chairman will **be** final and binding upon the parties hereto and **the** employee or employees **concerned**.
- 9:06 **Each of** the parties hereto **will** bear the expense of the nominee appointed by it and the parties will share equally the **fees** and **expenses**, if any, **of the Chairman** of the Arbitration Board.

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- 10:01 **A grievance** involving the **discharge** of an employee must **be** reduced to **writing** and originated under Step **No. 2** within ten (10) **working** days of the employee being notified **of his discharge**. Notwithstanding anything in **this** Agreement, a probationary employee may **be** discharged in accordance with Article 12:01. It is agreed that the Chairperson of the Union Committee **or a Union** Committee member will **be** notified of the **dismissal** of a seniority-rate employee.
- 10:02 Where **two** or **more** employees have similar grievances, and each employee would be entitled to grieve separately, **all** such employees shall sign **the** grievance **form** and submit the grievance at Step **No. 2** within ten (10) **working** days of the event

giving rise to the grievances shall be processed **as** one grievance subject to all applicable provisions under the grievance procedure.

ARTICLE 11 - POLICY GRIEVANCE

11:01 A grievance arising directly between the Employer and the Union concerning the interpretation, application or alleged violation of the Agreement must be originated under Step **No. 3** within fourteen **(14)** calendar days of the event **giving rise** to the grievance. Failing settlement under Step **No. 3** **within** fourteen **(14)** calendar days, it may be submitted to arbitration in accordance with Article 9. However, it is expressly understood that the provisions of **this** paragraph may not **be** used by the Union **to** institute a complaint or grievance **directly affecting an** employee which such employee could **himself** institute and the regular grievance procedure shall not be thereby **by-passed**, except only where it is established by the Union that the interest of the bargaining unit **as** a whole is involved and may be affected by the resolution of the issue resulting from the complaint. This provision will be reasonably applied by **the** Union.

ARTICLE 12 - PROBATIONARY EMPLOYEES

12:01 An employee shall be on probation **until** he has completed 337.5 hour of work in the bargaining unit. Upon **successful** completion of **such** probationary period the name of the employee shall be placed on the appropriate **seniority** list for the Hospital/Home with the employee being given credit for time worked during the probationary period.

During the first 225 hours worked during the probationary **period** of an employee:

- a) shall receive a performance appraisal from his/her immediate supervisor which shall, at the employees request, **be** given to the employee in the presence of a Union Steward; and
- b) may be **discharged** at the sole discretion of, and for any reason satisfactory to the Hospital/Home, and neither the discharge nor the reasons therefore **shall be** subject to grievance and/or arbitration pursuant **to** the provisions of **this** Agreement.

During the **period** between the 225 hours of work and 337.5 hours of work an employee:

- a) shall receive a further performance appraisal from his/her immediate supervisor **which**, at the employees request, be given in the presence of a Union Steward; and,

b) may be discharged at the sole discretion of and for any reason **satisfactory** to the **Hospital/Home** and neither the discharge nor the reasons therefore shall **be** subject to grievance and/or arbitration pursuant **to** the provisions of **this** Agreement, provided however that the employee **shall** have received a fair and proper assessment of **his/her** qualifications and suitability for permanent employment from the **Hospital/Home**.

12:02 The probationary **period** for any employee or employees may, by mutual agreement between the Employer and the Union, be extended by a further period of 140 hours **of** work.

12:03 Probationary employees who have completed 140 **hours** of work **shall** be entitled **to** the assistance of the Union in settling a grievance, other than **dismissal**, (except **as** outlined in Article 12:01), in accordance **with** the Grievance Procedure set forth in Article 8 hereof.

ARTICLE 13 - SENIORITY

13:01 "Seniority" shall be defined **as** the number **of** hours of work with the Hospital in the bargaining unit. No division will occur **if** an employee transfers **from** Parkwood Hospital to McCormick Home or vice versa. Seniority will transfer with employee between locations.

"**Seniority**" at the Home shall be defined **as** the number of hours of work with the Home in the bargaining unit.

a) **Conversion** • **full** time and part time **service** who transfer to RNA Bargaining Unit **will** be given credit for total service and seniority except for **job postings** within the **RNA** Collective Agreement and then only RNA status seniority will apply • i.e. length **of** service in **RNA Bargaining** Unit.

13:02 After completing the probationary **period** set forth in Article 12 hereof, an employee **shall be** deemed to have acquired seniority calculated **from** the date of hiring the employee and will accumulate thereafter.

13:03 Employees will be regarded **as** probationary employees **until** they have acquired seniority **as** provided herein.

13:04 In **all** cases of promotion, demotion, transfer, seniority shall govern provided that the employee concerned is qualified to do the work required, **and** is capable of doing the work required.

13:05 The Employer and the Union recognize that the ability and the efficiency of individual employees govern to a large extent the safety, **comfort**, and **care** of patients/residents.

13:06 **An** employee shall lose **all** service and seniority and **shall be** deemed to have terminated if he:

- a) has been laid **off** for the lesser of **his** length of seniority or twenty **four** (24) calendar months;
- b) **is** absent from scheduled work for a **period** of three or more consecutive working days without notifying the Employer of **such** absence and providing a reason satisfactory to the Employer, and failure to notify was not due to circumstances **within** the employee's control;
- c) fails to return to work upon the expiration of a leave of absence for reasons within the employee's control, or **utilizes** a leave of absence for a purpose other than that for which it was granted **unless** excused by the Employer in writing;
- d) fails upon being notified of a recall to signify his intention to return within three (3) calendar **days** after he has received the notice of recall mailed by registered mail to the last **known** address according to the **records** of the Employer **and** fails to report to work within seven (7) calendar days after he has received the notice of recall or such further **period** of time **as** may be agreed upon by the parties. It is the employee's responsibility to ensure that **his** home address and telephone number are current at **all** times. If the employee fails to do **this**, the Employer will not **be** responsible for failure to notify.
- e) declines the opportunity to work **as** requested or assigned by the Employer on **three** (3) consecutive occasions and without **furnishing** a reason satisfactory to the Employer for **so** declining;

13:07 a) Layoff

- 1) For the purposes of layoff and recall to employment, seniority shall be defined **as** **continuous** service with the Employer since the date of last hire by the Employer, inclusive of vacations, but exclusive of unpaid leaves of absence beyond **sixty** (60) calendar days (except **maternity** leave) or **illness** in excess of sixteen (16) weeks, and **period** or **periods** of layoff.

- 2) An employee who is subject to lay-off shall have the right to either:
- (i) accept the lay-off; or

(ii) displace **an** employee who has lesser bargaining unit seniority and who is the least senior employee in a lower or identical paying classification in the **bargaining** unit **if** the employee originally subject to layoff **can perform** the duties of the lower **or** identical classification without **training** other than orientation. **Such** employee ~~so~~ displaced **shall be** laid off.

Note: **An** identical paying classification where the straight time hourly wage rate at the level **of** service corresponding to **that** of the laid **off** employee is within 1% of the laid **off** employee's straight time hourly wage rate.

- 3) The Hospital/Home shall give each employee in the bargaining unit who **has** acquired seniority and who is laid **off** for a **period of more** than eight (8) weeks, notice in writing **of** his layoff in accordance with the following schedule:

- a) up to **two** (2) year's ~~service~~ • **two** (2) weeks notice;
- b) **two** (2) years or more but less than five (5) years service • three (3) weeks notice;
- c) five (5) years **or** more but less than ten (10) years service • **four** (4) weeks notice;
- d) ten (10) years or more service • eight (8) weeks notice.

Service **shall be** calculated **as** stated above **as of** the date of the proposed layoff.

A copy of any **such** notice shall **be** delivered **to** the Union.

- 4) In all other **cases of** layoff, the Hospital/Home **shall** give each employee in the bargaining unit who **has** acquired seniority, two (2) weeks notice provided, however, **such** notice shall not **be required** if the layoff **occurs because of emergencies**, for example, **fire**, power failure, **Act of** God, equipment breakdown, or any other condition beyond the reasonable control **of** the Hospital/Home.

- 5) Where a **position** or positions become available in a classification in which the layoff occurred, employees who retain seniority **shall be recalled** to positions in the classification **from** which they were laid **off** or displaced **as a result of the exercise** of the displacement procedure set out in **2)** above, for a period of twenty-four **(24)** calendar months or less, in the order of their seniority, provided that he then **has** the ability to **perform the** work available.
- 6) **No** new employee **shall be** hired in the classifications in **which** a layoff **has** taken place until laid **off** employees, **who** retain seniority and are eligible for **recall as** prescribed by **this** Article, have been given the opportunity to return to work.

13:08 Where a **position** or positions become available in a classification or classifications in which the layoff occurred, employees who retain seniority **shall be** recalled to positions in the classification from which they were laid **off** or displaced **as a result of the exercise of the displacement procedure** set out in **(2)** above, for a period of twenty-four **(24)** calendar months or less, in the order of their seniority, provided that he then has the ability to **perform** the available work.

13:09 No new employee shall be hired in the classifications in **which** a layoff **has** taken place until laid **off** employees who retain seniority and are eligible for recall **as** prescribed by **this** Article, have been given the opportunity to return to work.

13:10 Seniority **lists** of employees **as of January 1st** according to the records of the Hospital/Home will be **posted** on the official Union Bulletin Boards in the Hospital/Home on or before **February 1st** of each.

Seniority **lists** of employees **as of July 1st** according to the records of the Hospital/Home will **be** posted on the official Bulletin **Boards** in the Hospital/Home on or before August 1st of each year.

The Employer **will** forward **two (2)** copies of the seniority **list(s)** to the Union at its **London office**.

13:11 Employees **on** Worker's Compensation Benefits will suffer no loss of seniority **for** a **period** of eighteen **(18)** months because **of** work related **injuries**. Upon returning to work the employee's **hours shall** be adjusted and given credit of the average hours worked during **his** or her absence **because** of this lost time **work** related injury.

13:12 Severance/Early Retirement Option

The Union and Employer **agree** to **discuss** the bargaining unit employee population with **respect** to offering **an** early retirement option, with a view to

minimizing potential adverse effects upon the bargaining unit of **any** future **downsizing** of staff at Parkwood Hospital/McCormick Home.

ARTICLE 14 - JOB POSTING

To ensure that employees are give the opportunity of applying for transfers or promotions resulting from any vacancy or new job created within the **scope** of the bargaining unit, the Employer **agrees** to comply with the following procedure.

- 14:01 The Employer shall post a notice of the vacancy or new job on the **Bulletin** Board for a period of five **(5)** calendar days.
- 14:02 The Employer may temporarily fill any vacancy or new job while observing the procedure herein set forth.
- 14:03 Employees shall have the right to apply for the vacancy or new **job** to the **Human Resources** Department of the Employer, in writing, during the five **(5)** day **period** set forth in Clause 14:01. The vacancy or new **job** shall **be filled from any** applications **so** received in the manner set forth in Clause 13:04, provided that the applicant(s) **is/are** qualified and capable of doing the work required.
- 14:04 If no applications are received during the **period** specified herein regarding such vacancy or new **job**, then the Employer may **fill** the vacancy or new **job** in **any** manner it sees fit.
- 14:05 **Any** employee who applies for any such vacancy or new **job** in accordance with this Article, and who is not selected for same, shall **be** advised on request to the **Human Resources** Department of the name of the **successful** applicant.
- 14:06 Subsequent **vacancies** resulting from the transfer of an employee to the **original** vacancy will require the **posting** of **only one** further notice in **accordance** with the provisions of **this** Article, and any further resulting vacancy will **be filled** in accordance with Clause 13:04.
- 14:07 Having applied for a vacancy or new **job**, **an** employee may not apply again for a **similar vacancy** or new **job** for a **period** of six **(6)** months.
- 14:08 Where **vacancies** are posted for **positions** within the full-time **bargaining** unit **are** considered to be suitable to **fill** such vacancies, consideration **will** be given to applications **from** employees in **this** bargaining unit to fill such vacancies prior to the consideration of persons not employed by the **Hospital/Home**. Where the Employer **fills** such vacancies from among applicants from **this** bargaining unit the seniority of such applicants **will** be observed for such **purposes**, provided the

senior applicant **possesses** the necessary qualifications and ability to perform the work available.

- 14:09 **Part time** staff will **be** allowed to bid on temporary assignments and **will be** allowed to return **to** previous assignments upon completion. This filling of such vacancies shall **be** at the sole discretion of the Hospital.

LE 15 - TRANSFERS

- 15:01 **An** employee who **is** temporarily assigned by the Employer to a job classification where the wage rate is higher than that of the job classification to which the employee is regularly assigned shall receive the same step of the range **as** currently occupied in the job **classification** to which he is temporarily assigned for each hour worked and thereafter each fifteen (15) minute portion of an hour worked.

The Employer will not regularly assign employees to work in a higher paid classification for less than one (1) hour with the intent of avoiding the payment of the rate in the higher classification.

- 15:02 It is understood that the Employer may assign an employee to adopt the **full work** schedule of a full-time employee due to the extended absence of such **full-time** employee and, in **this** event, it is further understood that the employee **so** assigned shall continue to be covered by **this** Collective Agreement **only**, and the provisions contained herein, regardless of the number of hours worked during the assignment.
- 15:03 **An** assignment of work made by the Employer in accordance with Article 15:02 will not guarantee either the commencement or duration of **such** assignment in the event of the full-time employee **returning** to work **sooner** than expected.
- 15:04 **When** an employee relieves in a supervisory position for the **majority** of the seven and one-half hour shift or more, which has been authorized by the Hospital, he **shall** be paid 10% in excess of **his** prevailing wage rate for **all** hours **so** worked in such supervisory position.

ARTICLE 16 - WORK OF THE BARGAINING UNIT

- 16:01 All persons excluded from the terms of **this** Agreement shall not normally be permitted to perform work on any job encompassed by the Bargaining Unit, except in the following **situations**.
- a) when regular Bargaining Unit employees **are** not available;

- b) in any emergency;
- c) in the interest of safety;
- d) in experimental work;
- e) in the instruction or **training of** employees, including demonstrating the proper method to accomplish the task assigned;
- f) in ~~cases~~ mutually **agreed upon by both parties.**

Nevertheless, it **is** understood that **supervisory** and other non-bargaining unit employees may be **required to perform** work which may **be** the same **as** that performed by employees covered by the Collective Agreement, provided such work will be kept **to a minimum** and that Supervisors and non-bargaining unit employees will not **perform work** that **would result** in the displacement **of an** existing position with the **Bargaining Unit**, or the exclusion **of the Bargaining Unit** employees ~~from overtime work or from recall from layoff.~~

16:02 Where employees are required by the Employer to take **courses** to upgrade or acquire new employment **qualifications**, the Employer shall pay the **full costs associated** with the **courses**.

ARTICLE 17 - HOURS OF WORK

17:01 The **hours** of work shall be **as** assigned by the Employer but the Employer does not guarantee to provide employment or work for **normal** hours or any **other** hours.

17:02 (a) **Subject to** the need for **assigning** work **with** a **minimum** of delay, the Employer will endeavour **to** distribute available hours of work on **an** equitable basis between employees within their classifications.

(b) **Subject to** the need for **assigning** work with **a minimum** of delay, the Employer ~~will~~ endeavour **to** distribute overtime on an equitable basis. **Overtime will be** distributed between **full** time and part time **staff** within a department and classification **based** on years **of** service with the Employer.

For clarification, **this** means that **all** staff in a department, **within** a classification will **be placed on** a list in order **of length** of **service starting with** the most senior employee. Overtime **shall be offered to** the most senior employee first **and** continue **down** the list **until** the overtime **is** worked. **An** employee may withdraw from the overtime list by **submitting a** written **notice to** the Employer.

- 17:03 Where it is deemed by the Employer to be advantageous to ~~post~~ a Departmental Work Schedule to record the assignment of work, such schedules will ~~be posted~~ as far in advance as possible.
- 17:04 A normal ~~shift~~ shall not exceed a period of seven and one-half (7½) hours exclusive of an unpaid ~~one-half (½)~~ hour meal allowance.
- 17:05 Employees who work a full normal ~~shift~~, as defined in Article 17:04, will be entitled to a paid rest period of fifteen (15) minutes in both the first half and the second half of a seven and one-half (7½) hour ~~shift~~. The Employer reserves the right to determine and arrange the schedule of rest periods with due regard for Hospital/Home services, facilities, and patient/resident care.
- 17:06 Where employees are authorized to work in excess of a normal ~~shift~~, as defined in Article 17:04, or in excess of 75 hours in a bi-weekly pay period, the employee will be paid at the rate of one and one-half (1½) times the regular rate of pay for all hours so worked in excess of the normal ~~shift~~ or normal hours in a bi-weekly pay period.
- 17:07 There shall be an interval of thirteen (13) hours unless altered by mutual consent, prior to commencement of the next ~~shift~~ or time and one-half (1½) shall be paid for all authorized hours worked during such thirteen (13) hour period.
- 17:08 Premium payments under any of the terms of this Agreement shall not be duplicated or pyramided for the same hours worked.
- 17:09 In the event of sickness, an employee scheduled to work prior to 1000 a.m. must give at least one (1) hour's notice and at least two (2) thereafter prior to the commencement of the scheduled ~~shift~~.
- If an employee is off less than fifteen (15) working days due to illness, injury or Worker's Compensation, twelve (12) hours notice of return to work is required. If an employee is off fifteen (15) working days or more due to illness, injury or Worker's Compensation, twenty four (24) hours notice of return to work is required.
- 17:10 Employees ~~scheduled~~ to work and not required because of overbooking shall be assigned work for the hours scheduled, or will be paid his regular straight time hourly rate of pay for the hours scheduled unless he has refused to perform any work assigned.
- 17:11 An employee scheduled to work and so reporting shall be assigned work for at least half of the hours scheduled, or will be paid at his regular straight time hourly rate of pay for a total of half the hours scheduled, unless he has refused

to **perform** any work assigned. This provision does not apply in the **case** of a condition beyond the **control** of the Employer.

17:12 **An** employee called in to replace **an** absent employee, **shall** be paid for the full shift **of** the absent employee provided the employee is at **his** work station within one (1) hour **of** being called and provided that the employee was contacted within one (1) hour of the beginning of the shift.

17:13 a) **A minimum of three** (3) hours work will be provided for or **three** (3) hours will be paid (Parkwood only).

b) **A minimum of two** and one half (2½) hours work **will be** provided for or **two** and one **half** (2½) hours will be paid (McCormick Home, afternoon shift only, otherwise three (3) hours will apply).

ARTICLE 18 - PAID HOLIDAYS

18:01 The following holidays will be recognized

New Year's Day
Good Friday
 Easter **Monday**
 Victoria Day
 Dominion Day

Civic Holiday
 Labour Day
Thanksgiving Day
Christmas Day
Boxing Day
 Remembrance Day

18:02 **One** additional holiday will be recognized and observed on the Third Monday in the month of February of each year. Should the Employer **be required** to observe **an** additional paid holiday **as** a result **of** legislation, it is understood that **one** of the existing holidays recognized by the Employer **shall be** established **as** the legislated holiday after discussion with the Union **so** that the Employer's obligation to provide for twelve (12) paid holidays remains unchanged.

18:03 Effective January 1, 1986, an employee who is required to work on any **of** the above-mentioned holidays shall receive pay at the rate **of two and one-half** (2½) times the employees **regular** rate for **all hours** of work performed on **such** holiday.

18:04 Holiday pay **shall be** paid in accordance with **the** Employment **Standards** Act, except **as** provided in Article 18:01.

ARTICLE 19 - VACATIONS

- 19:01 a) Employees who have less **than** one (1) year of **continuous service** as of March 31, in any year shall receive vacation pay of 4% of earnings.
- b) Effective April 1, 1991, **an** employee who **has** more than one (1) year of continuous service and less than five (5) years of continuous **service** as of March 31, of any calendar year shall **be** entitled to receive vacation pay of 6% of earnings.
- c) Effective April 1, 1991, **an** employee who **has** more **than** five (5) years of continuous service but less than fifteen (15) years of continuous service as of March 31 of any calendar year shall be entitled to receive vacation pay of 8% of earnings.
- d) Effective April 1, 1991, **an** employee who has more **than** fifteen (15) years of continuous service but less **than** twenty five (25) years of **continuous** service as of March 31 of any calendar year shall **be** entitled to receive vacation pay of 10% of earnings.
- e) Effective April 1, 1991, **an** employee who **has** more **than** twenty five (25) years of continuous service as of March 31, of any calendar year shall **be** entitled to receive vacation pay of 12% of earnings.
- 19:02 Payment of vacation pay **will** be included in the normal **bi-weekly** payroll **cheques** for employees and calculated on the **basis** of wages earned during the pay period **to** which the payroll cheque is related, subject **to** the Employer **being** able to continue such practise.
- 19:03 Part-time employees shall **be** entitled **to** **an** unscheduled **period** of time deemed to be vacation **as** follows:

<u>Years of Service</u>	<u>Allotment</u>
1 year	3 weeks
5 years	4 weeks
15 years	5 weeks
25 years	6 weeks

ARTICLE 20 - COMPASSIONATE LEAVE, UNION LEAVE, PERSONAL LEAVE

- 20:01 In the *case* of death in the "immediate family" covered by **this** Agreement, such employee will be protected against a loss of regular pay for scheduled work up to a **maximum** of three (3) working days **following** but not **including** the date of

death. The ~~term~~ "immediate family" means parent, step-parent, ~~spouse~~, child, stepchild, brother, sister, mother-in-law, father-in-law, grandparent, grandchild, sister-in-law, brother-in-law, daughter-in-law, and son-in-law. It is understood that the bereavement leave must be taken within five **(5)** days following date of death.

20:02 *All* requests for Compassionate Leave must **be** presented in writing by the employee on forms supplied by the Employer and submitted **to** the designated Department Head for consideration. In the event that any **such** leave is not ~~used~~ for the purpose granted, the employee's employment may **be** terminated forthwith.

20:03 (a) Leave of absence, without pay, may be granted to **two (2)** employees at **the** Hospital and **two (2)** employees at the Home during a year to attend Union Conventions or ~~Seminars~~, provided one (1) month's **written** notice is given to the Employer, and provided **such** leave of absence **shall** not exceed thirty **(30)** days for either employee in the year. The Employer agrees to pay the employee when away on Union leave and bill the Union for the employee's wages.

(b) **An** employee **who** is elected or appointed to office in the Union, upon request, shall be granted a leave of absence without loss of seniority for up to **two (2)** years.

During such leaves of absence, **salary** and benefits shall be kept whole by the Hospital and the Union agrees to reimburse the **Hospital** for **such** **salary** and the Hospital's contribution **to** said benefit. The employee agrees to notify the Hospital **of** the employee's intention to **return** to work within two **(2)** weeks following the termination of office for which the leave was granted. **An** employee on leave of absence under **this** provision shall continue to **accrue** all **rights and** privileges under **this** Agreement.

It is understood that the intent of this article is that it **shall** apply only to one employee at **a** time, and that the Union shall provide adequate notice prior to **an** employee commencing a Union leave of absence.

20:04 The Employer may grant **a** leave of absence without pay for legitimate **personal** **reasons** provided **the** employee *can* be spared having due regard for **the** proper operation of the **Hospital/Home**. Application for **such** leave shall **be** made in writing to the Employer **as** far in advance **as** possible, but in any event at least one **(1)** week prior **to** the commencement **of** the leave, **unless** **such** notice in advance is impossible **to** give. The application must clearly state the **reason** for the leave of absence and duration of such absence.

ARTICLE 21 • PREGNANCY AND PARENTAL LEAVE

- 21:01 Pregnancy leave shall be granted in accordance with the terms of the Employment Standards Act, 1972 (and as amended) but the leave of absence provided for under this Article may be extended to a total of six (6) months upon application in writing made at least two (2) weeks prior to the expiration of the original leave. The Employer's consent shall not be withheld unreasonably.
- 21:02 An employee who is on leave and in receipt of Unemployment Insurance pregnancy/adoption benefits pursuant to sections 30/32 of the Unemployment Insurance Act, shall be paid a Supplementary Unemployment Benefit (S.U.B.). The S.U.B. will be equivalent to the difference between seventy-five percent (75%) of the average weekly earnings of the employee and the sum of the weekly Unemployment Insurance Commission (U.I.C.) benefits plus any other earnings. Payment of the S.U.B. will commence following receipt by the Employer of the employee's U.I.C. cheque stub as proof that the employee is in receipt of U.I.C. pregnancy/adoption benefits for a maximum period of twenty-five (25) weeks. The average weekly earnings of the employee shall be determined by multiplying the regular hourly wage rate of the employee that was in effect on the last day worked prior to the commencement of the leave, by the average number of hours worked per week during the twenty-six (26) full bi-weekly pay periods immediately preceding the commencement of the leave. Payment of the S.U.B. is subject to approval of the S.U.B. Plan by Employment and Immigration Canada.
- 21:03 Where an employee with at least twelve (12) months continuous service adopts a child, such employee may be entitled to a leave of absence without pay for a period of up to three (3) months. In addition, if a further leave of absence is required by the adoption authorities concerned, the Employer may grant a further extension for a period of up to three (3) months. Such leave shall not be withheld unreasonably.
- 21:04 Seniority shall be retained but not accumulated during the period of a pregnancy leave or adoption leave.
- 21:05 An employee on pregnancy leave shall be reinstated to her former position, unless the position has been discontinued, in which case she shall be given a comparable job.

ARTICLE 22 - UNIFORMS

For employees of the Hospital •

- 22:01 The Employer will provide uniforms free of charge for use of employees working in the laundry, dietary, housekeeping, physiotherapy, gardening, store,

maintenance and stationary engineers departments; and including shirts for laundry, washmen and orderlies. The Employer will launder the above uniforms at no **charge** to the employees concerned.

22:02 To each employee who is required to wear a uniform while working in the job classification of Registered Nursing Assistant, Nursing Assistant, or Nursing Porter the Employer will pay a **uniform** allowance of **\$45.00** per year.

For employees of the Home •

22:03 **All** employees who are required to wear a **uniform** while performing their duties shall be paid a uniform allowance of forty dollars (**\$40.00**) following completion of each **one** thousand (1000) hours worked by each employee, accumulated **as from** April 1st, 1980 (except R.N.A.'s and Nursing Aides, whose time will accumulate from November 23, 1979). If an employee qualifies, such allowance will be paid in bi-annual instalments. It is understood that the effective date for the calculation of the bi-annual instalments will be June 30 and December 31, of each calendar year, each amount being a retroactive payment in **respect** of the applicable months (maximum **six** (6)) of continuous active employment immediately preceding **and** including the month **in which** the effective date falls.

22:04 Uniforms for each classification will be of a colour and general style as determined by the Employer in consultation with the employees concerned. **All** employees will maintain their uniforms at a standard acceptable to the Employer.

ARTICLE 23 - SHIFT PREMIUM

23:01 Effective July 1, 1986, part-time employees shall be paid a **shift** premium of forty **two** cents (**42**) per hour for all hours worked on an afternoon or night **shift** where the majority of hours worked falls between 1500 hours one day and 0700 hours the following day. Effective January 19, 1989 **shift** premium will be forty five cents (**45**) per hour.

23:02 **Shift** premiums shall not be included in any calculation of overtime or vacation pay.

ARTICLE 24 - PERCENTAGE IN LIEU OF FRINGE BENEFITS

24:01 In lieu of health and welfare benefits and income protection the Employer agrees to pay to employees a benefit allowance of twelve percent (**12%**) of the straight time hourly rate of pay for each hour of work.

24:02 **This** allowance shall not be included in any calculation of overtime or vacation pay.

24:03 Effective April 1, 1990, the Employer will pay a weekend premium of **forty** five cents (\$.45) per hour for each hour worked between 2400 hours Friday and 2400 hours Sunday.

ARTICLE 25 - MEDICAL EXAMINATION

25:01 The Employer may require any employee **to** undergo and submit **to** a medical examination by the Employee Health Physician at any time during the employee's **period of** employment.

25:02 The employee, *if he wishes*, may arrange to have **his own** Physician in attendance provided the employee makes the necessary arrangements with **his own** Physician and he advises the Executive Director, or designate, of **his** intention.

25:03 In the event of the employee **giving** such notice to the President or **designate**, the employee **will** be notified **by** the Employer of the time and place at which the medical examination is to be held at least one calendar week prior to the date of the examination; and it will **be** the employee's responsibility **to** arrange the attendance of **his own** Physician at such examination.

25:04 The decision of the Employee Health Physician **as** to the ability, or inability, of an employee to continue working **as** an employee of the Employer **shall** be conclusive and binding on the Employer and the employee; and in the event of the Employee Health Physician **certifying**, in writing, that in **his** opinion the employee is not capable of **performing his** duties due **to his** condition, or in the event of the employee refusing or failing **to** report for and **submit to** such examination, the employee's employment may **be** terminated **forthwith**.

25:05 **Doctor's** Appointments - Employees **will** endeavour to schedule their **Doctors** and **Dentists** appointments outside working hours, however, if an employee is referred to a **specialist** by a general practitioner or dentist the employee **will** be **allowed** reasonable time **off** with pay.

25:06 **An** employee who **has** been ill up to and including three (3) working days must report to the Occupational Health **Services Nurse** or Designate and a nurse **shall** complete a Medical Information Slip which **shall be** presented **to** the Supervisor upon **return to** work. If an employee is ill for more than five (5) working days he will **require a** Physician's Certificate of illness to **qualify** for sick pay.

An employee who is required to have a **medical** examination and/or produce a doctor's certificate pursuant to **this** Agreement or **Provincial regulations** shall be reimbursed by the Employer for such expense upon producing a **proper receipt**. This certificate must be presented to the Occupational Health **Services Nurse** on return.

Notwithstanding the foregoing, the Hospital may require the employee to provide proof of disability, satisfactory **to the** Employer, at any **time** in order to qualify for benefits under HOODIP, not to be administered unreasonably. It is the responsibility of the employee **to** keep the Hospital informed of **his/her** status and **regular** contact must **be** maintained.

ARTICLE 26 - BREAKAGE

26:01 Employees **are** not to **be** held liable for accidental breakage of dishes, thermometers, and other equipment during the course of **their** employment, except that **those** who **are** habitual offenders in **this** respect may **be** charged a reasonable amount, **as** determined by the Employer, for breakage due to carelessness or negligence.

ARTICLE 27 - DRESSING ROOM AND LOCKER FACILITIES

27:01 The Employer shall provide dressing rooms and locker facilities for the employees' convenience, but **shall** assume no liability for any loss or damage **resulting** from the **use** thereof.

ARTICLE 28 - BULLETIN BOARD

28:01 The Employer **shall** provide bulletin board(s) **which shall be** placed so that all employees will have access **to** them **and** upon which the Union **shall** have the right to post notices **of** meetings and **such** other notices **as** may **be** of interest to the employees/Union membership.

ARTICLE 29 - ACCIDENT PREVENTION-HEALTH AND SAFETY COMMITTEE

29:01 The Employer and the Union agree that they mutually desire to maintain standards of safety and health in the Hospital/Home in order to prevent accidents, **injury**, and **illness**.

29:02 Recognizing its responsibilities under the applicable legislation, the Employer agrees to accept **as a member of** its Accident Prevention **Health & Safety** Committee at least one representative selected or appointed by the Union from amongst **bargaining** unit employees.

29:03 **Such** Committee **shall** identify **potential dangers** and **hazards**, institute means of improving health and safety programmes, and recommend actions to be taken to improve conditions related to safety and health.

29:04 The Employer agrees to **co-operate** reasonably providing **necessary** information to enable the Committee to fulfill its functions.

- 29:05** Meetings **shall be** held every second month, or more frequently at the call of the Chair if required. The Committee **shall** maintain minutes of all meetings and make the same available for review.
- 29:06** Any representative appointed or selected in accordance with 29:02 hereof **shall** serve for a term of one calendar year from the date of appointment **which** may **be** renewed for further **periods** of one year. Time **off** for **such representative(s)** to attend meetings of the Accident Prevention Health and Safety Committee in accordance **with** the foregoing **shall be** granted and any representative attending such meetings during their regularly scheduled hours of work shall not lose regular earnings **as** a result of **such** attendance.
- 29:07** The Union agrees to endeavour to obtain **the** full co-operation of its membership in the observation of **all** safety rules and practices.
- 29:08** Safety Shoes - Effective April 1, 1989, the Employer will provide a *fifty* dollar (\$50) per year allowance to each part-time employee who is required by the Employer to wear safety footwear during the **course** of **his** duties. Payment is to be made April 1st of each year.

ARTICLE 30 - TRANSFER OF SERVICE CREDITS

- 30:01** A full-time employee who transfers to the part-time bargaining unit and who continues to work in the same classification shall be given credit for **service** accumulated in the full-time **bargaining** unit for the purpose of progression on the wage scale (provided that **as** a part-time employee, the employee is entitled to progress along the wage scale) according **to** the formula:
- 1650 hours worked = one year of **service**
- 30:02** A full-time employee who transfers to the part-time bargaining unit **shall be** given credit for service accumulated in the full-time **bargaining** unit for the purpose of progression on the vacation pay scale (provided that **as** a part-time employee, the employee is entitled to progress along the vacation pay **scale**) according **to** the formula established for progression on the vacation pay scale.
- 30:03** A full-time employee who transfers **to** the part-time **bargaining unit** to work in another classification will **be** placed on the wage grid in accordance **with** the provisions of the Agreement dealing with transfer and promotion.

ARTICLE 31 - STAND-BY

31:01 **An** employee who **is** required by the Employer **to remain** available for duty on stand-by, outside the normal working **hours** for **that** particular employee, **shall** receive stand-by pay **in** the **amount** of **\$2.00** per hour for all **hours** of stand-by.

ARTICLE 32 - COMMITMENT

32:01 **A** part-time employee will reasonably **be available to:**

- a) work **two** (2) weekends in a four (4) week **schedule**
- b) work **as** scheduled either
 - 1) over **Christmas** or
 - 2) over **New Years**

and for no more than five **(5) days** consecutively, **unless** mutually agreed.

ARTICLE 33 - CLEARING OF EMPLOYEE FILE

33:01 **Any** letter of reprimand, suspension, or other sanction **will be** removed from the record of **an** employee, eighteen **(18)** months **following** the receipt of **such** letter, suspension, or other sanction, provided the employee's record **has** been discipline free in that **period of** time.

ARTICLE 34 - WAGE SCHEDULE

34:01 Attached hereto, **and forming part of this** Agreement, is Schedule "A" **setting** forth various **job** classifications, and minimum and **maximum** rates **of** pay **to be** in effect during the **period** covered by **this** Agreement.

34:02 A **job** classification **will** not be changed for the **purpose** of evading payments of the **minimum** rate **set out** in the said Schedule "A".

34:03 Effective **September 1, 1982**, the **amount shown** under the headings "**Start**", "1650 hours" and "**3300 hours**" in the said Schedule "A" **sets** forth the hourly wage payable to **employees commencing** work, the hourly wage payable after completing 1650 hours **of** work, and the hourly **wage** payable after completing 3300 hours of work, **respectively**. The wage rates **set** forth in Schedule "A" **shall** be effective **as of** the **dates** therein set forth.

34:04 **Retroactivity** • The wage **increase shall** be effective **as** and from the date specifically **listed** on a retroactive basis to **all** employees in the bargaining unit for

all paid hours of employment. Any new employees shall be entitled to a pro rata adjustment to their remuneration ~~from~~ the date of their employment. The Hospital shall be responsible to contact, in writing (with a copy to the Union) at ~~their~~ last ~~known~~ address, employees who have left its employ, to advise ~~them~~ of their entitlement to any retroactive ~~wage~~ adjustment.

Any employees who have ~~since~~ ceased ~~to be~~ employees shall have notice from the Hospital in ~~which~~ to claim from the Hospital any adjustment to their remuneration entitlement. The retroactive payments shall be made by separate cheques to the employees 60 days ~~from~~ the date of ratification ~~by~~ both parties.

34:05 For the purpose of calculating any benefits under ~~this~~ Agreement to ~~which~~ an employee is entitled, the regular ~~straight~~ time hourly rate of pay is that prescribed in Schedule "A" - Wage Rates of this Collective Agreement.

ARTICLE 35 - DURATION OF AGREEMENT

35:01 ~~This Agreement shall remain in effect until and including March 31, 1995, and shall be automatically renewed from year to year thereafter unless either party notifies the other party in writing of its desire to amend or terminate this Collective Agreement.~~ *

NOTE: The masculine pronoun includes the feminine unless the content indicates otherwise.

IN WITNESS WHEREOF each of the parties hereto has caused this Agreement to be signed by its duly authorized representatives this *1st* day of *September*, 1995.

THE WOMEN'S CHRISTIAN ASSOCIATION OF LONDON
(as the owner/operator of Parkwood Hospital/McCormick Home, London, Ontario)

Mart
Neil

LONDON AND DISTRICT SERVICE WORKERS' UNION, LOCAL 220
S.E.I.U., A.F.L., C.I.O., C.L.C.

Ala K. Bl.
Lana Patterson
[Signature]